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RECORDATION OF ASSIGNMENT (DOCUMENT)  
COVER SHEET (37 CFR 3.31)  
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#2

To the Patent and Trademark Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<b>1. Name of conveying party (ies):</b> Yiming Zhou 4800 La Habra St. Union City, California 94587  Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>2. Name and address of receiving party(ies):</b> Name: <u>Metabyte Networks, Inc.</u> Internal Address: _____ Street Address: <u>39350 Civic Center Drive, Suite 200,</u> _____ _____ City: <u>Fremont</u> State: <u>CA</u> ZIP: <u>94538</u> Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>February 8, 2002</u>			
<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>10/043,698 - filed January 9, 2002</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Kenneth L. Sherman, Esq.</u> Internal Address: <u>Sherman &amp; Sherman</u> Street Address: <u>2029 Century Park East, Seventeenth Floor,</u> _____ City: <u>Los Angeles</u> State: <u>CA</u> ZIP: <u>90067</u>		<b>6. Total number of applications and patents involved:</b> <u>1</u> <b>7. Total Fee (37 CFR 3.41)</b> ..... \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <b>8. Deposit account number:</b> <u>19-1995</u> (Attach duplicate copy of this page if paying by deposit account)	

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**9. Statement and signature.**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kenneth L. Sherman

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

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I hereby certify that this correspondence is being deposited with the U.S. Postal Service first class mail in an envelope addressed to the: Hon. Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on 7/12/02

Evelyn Menjivar

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ATTACHMENT TO RECORDATION OF ASSIGNMENT COVER SHEET

LABEEB K. ISMAIL, 1369 HYDE STREET, #35, SAN FRANCISCO, CALIFORNIA 94109

RICHARD HUMPLEMAN, 343 LOWER VINTNERS CIRCLE, FREMONT, CALIFORNIA,  
94539

PATENT

Docket No. MET1.0002

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

ISAAC BENTOLILA, 2655 KEYSTONE AVENUE, SANTA CLARA, CALIFORNIA 95051

YIMING ZHOU, 4800 LA HABRA ST., UNION CITY, CALIFORNIA 94587

~~LABEEB K~~ ISMAIL, 1369 HYDE STREET #35, SAN FRANCISCO, CALIFORNIA 94109

RICHARD HUMPLEMAN, 343 LOWER VINTNERS CIRCLE, FREMONT, CALIFORNIA 94539

(full name(s) and post office address(s) of inventor(s) (including country))

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

SYSTEM AND METHOD FOR BEHAVIORAL MODEL CLUSTERING IN TELEVISION USAGE, TARGETED ADVERTISING VIA MODEL CLUSTERING, AND PREFERENCE PROGRAMMING BASED ON BEHAVIORAL MODEL CLUSTERS

(title of discovery or invention)

- [ ] for which application for Letters Patent of the United States has been executed on even date herewith,
- [X] for which application for Letters Patent of the United States has been filed on January 9, 2002, under Serial No. 10/043,698, and

WHEREAS:

METABYTE NETWORKS, INC. 39350 CIVIC CENTER DRIVE, SUITE 100, FREMONT, CALIFORNIA 94538

(name and address of assignee)

(hereinafter referred to as ASSIGNEE)), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable

consideration, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to an under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives,

Docket No. MET1.0002

or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's signature: \_\_\_\_\_  
                                     First name                      Middle initial                      Last name  
 Dated: \_\_\_\_\_

Citizenship: \_\_\_\_\_  
 \*\*\*\*\*

Assignor's signature: YIMING ZHOU  
                                     First name                      Middle initial                      Last name  
 Dated: 2/8/02

Citizenship: BRITISH  
 \*\*\*\*\*

Assignor's signature: LABEER K ISMAIL  
                                     First name                      Middle initial                      Last name  
 Dated: 2/8/02

Citizenship: INDIA  
 \*\*\*\*\*

Assignor's signature: Richard J Humphreys  
                                     First name                      Middle initial                      Last name  
 Dated: 2/8/2002

Citizenship: British  
 \*\*\*\*\*

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EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my employment with Metabyte Networks, Inc., a California corporation (the "Company"), I hereby represent to, and agree with the Company as follows:

1. **Purpose of Agreement.** Employee understands that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions and in all related intellectual property rights. Accordingly, I am entering into this Agreement as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. **Employment at Will.** Employee understands and agrees that this Agreement does not constitute a contract of employment or obligate Company to employ Employee for any stated or fixed period of time. Employee understands and agrees that Employee's employment with Company is at will, and may be terminated by Company or Employee at any time and for any reason or for no reason, with or without cause.

3. **Disclosure of Inventions.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("Inventions") that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectible as trade secrets.

4. **Reimbursement.**

a. Under this Agreement, Employee will be reimbursed for any expenses incurred provided that such reimbursement is authorized under Company's prevailing policies.

b. Employee may participate in Company's employee benefit programs to the extent that the same are open to other employees in similar Company positions. Company reserves the right to delete, modify, or otherwise amend any of such programs and eligibility requirements for the same in its sole discretion.

c. Authority. Employee understands and agrees that he or she has no authority, express or implied, to enter into any obligation or responsibility on Company's behalf without, in each instance, obtaining the prior written authority of an officer of Company to do so.

5. **Work for Hire; Assignment of Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.

6. Labor Code 2870 Notice. I have been notified and understand that the provisions of paragraphs 3 and 5 of this Agreement do not apply to any Invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

7. Assignment of Other Rights. In addition to the foregoing assignment of Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Invention; and (b) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Invention. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Invention, even after termination of my work on behalf of the Company. "Moral Rights" mean any rights to claim authorship of an Invention to object to or prevent the modification of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".

8. Assistance. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

9. Proprietary Information. I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("proprietary information"). Such Proprietary Information includes but is not limited to Inventions, marketing plans, product plans, business strategies, financial information, forecasts, personnel information and customer lists.

10. Confidentiality. At all times, both during my employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust, and I will not use or disclose any of such Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the



benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company and I will not take with me any documents or materials or copies thereof containing any Proprietary Information.

11. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials of a former employer that are not generally available to the public or have not been legally transferred to the Company.

12 **Other Agreements.**

a. I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the Company's express written consent, engage in any employment or business other than for the Company, or invest in or assist in any manner any business which directly or indirectly competes with the business or future business plans of the Company.

b. Employee agrees that information regarding all elements of personal compensation is considered by Company to be personal and confidential and is not to be disclosed to or discussed with any other Company employees with the exception of Employee's direct manager and/or officers of Company. Inappropriate disclosure of such information will be treated as a breach of Proprietary Information.

c. Employee agrees to adhere to policies and procedures as defined by Company. Company reserves the right to delete, modify or otherwise amend any such policies and procedures in its sole discretion at any time without notice.

d. Employee hereby authorizes Company to notify others, including but not limited customers of Company and Employee's future employers, of the terms of this Agreement and Employee's responsibilities hereunder.

e. All facts concerning Employee's background, education, experience and employment history submitted to Company are true and correct.

13. **Employee's Innovations.** Employee may, upon submission of all relevant facts in writing, request a written statement from his or her manager which will serve to formally acknowledge that Company has no right, title or interest in Employees Innovations that (i) are developed entirely on Employee's own time, (ii) are developed using equipment, supplies, facilities or trade secrets not belonging to Company, (iii) result from work not performed by Employee for Company and (iv) relate at the time of conception or reduction to practice to no business or actual or demonstrably anticipated research or development of Company. In order to be operative and effective, such written waiver must be signed by Employee's manager and Company's legal counsel, if they each believe that such waiver is appropriate under the terms of this Agreement, and a copy will be placed in Employee's personnel file with an original copy to be retained by Employee.

14. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

15. **Non-Solicitation.** During, and for a period of one (1) year after termination of, my employment with the Company, I will (a) not directly or indirectly solicit or take away suppliers, customers, employees, consultants or clients of the Company for my own benefit or for the benefit of

any other party, and (b) notify Company in the event I become an employee of any client of the Company.

16. **Certain Obligations Upon Termination of Employment.** On termination of this Agreement by either Company or Employee, Employee will promptly deliver to Company any and all computer hardware, documents, diskettes, materials, and other property of any kind pertaining to his or her employment, including without limitation any Proprietary Information and/or any Innovations. Employee will not make or retain any copies or abstracts of any of the above materials.

17. **Name and Likeness Rights, Etc.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

18. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

19. **Governing Law: Severability.** This Agreement will be governed and interpreted in accordance with the internal laws of the State of California, without regard to or application of choice of law, rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

20. **No Duty to Employ.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. This Agreement shall be effective as of the first day of my employment with the Company, namely: June 1, 2000.

21. **Miscellaneous.**

a. This Agreement states the entire agreement of the parties and supersedes all prior agreements, communications and understandings relating to the subject matter hereof. Neither party has entered into this Agreement by reason of or in reliance on any representations of fact or opinion which are not fully stated herein.

b. No waiver, amendment, or modification of any provision of this Agreement will be effective unless in writing and signed by the party against whom its enforcement is sought. No failure or delay by either party in exercising any right or remedy under this Agreement will operate as a waiver.

Metabyte Networks, Inc.

By: Maurit Melita

Name: Maurit Melita

Title: President

Employee:

Isaac Bentolik  
Signature

Isaac Bentolik  
Name (Please print)